

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07P-LNM17107
<b>ADDRESS OF PREMISES</b>  Journal Center, 4400 Masthead Street Albuquerque, NM 87109-4399	PDN Number: PS0028266

**THIS AMENDMENT** is made and entered into between DI Albuquerque Project Company LLC, c/o CBRE Global Investors whose address is: 515 South Flower Street, 31<sup>st</sup> Floor, Los Angeles, CA 90071-2201

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to supplement the above Lease.

NOW THEREFORE, these parties for consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution as follows:

- 1.) To provide a Notice to Proceed; and
- 2.) to establish the Tenant Improvements (TIs) and Building Specific Amortized Capital (BSAC) costs; and
- 3.) to provide provisions for the payment of the TI and BSAC costs.

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties subscribe their names as of the date hereof.

**FOR THE LESSOR:**

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
 Name: GARIN ALVARADO  
 Title: Authorized Signatory  
 Entity Name: DI Albuquerque Project Company  
 Date: 2/10/14

Signature: \_\_\_\_\_  
 Name: Christina Dolan  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: 2/11/14

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: 2/10/14

- 1) Upon this Lease Amendment being fully executed and delivered by the Government, the Lessor shall consider this a Notice to Proceed on the Tenant Improvements for the above referenced lease. The anticipated date of completion of all the tenant improvements is April 9, 2014.
- 2) Following a Government review of the submitted cost proposal, the Government has determined that the Tenant Improvement bid submitted is fair and reasonable at a total cost not to exceed \$755,788.04, inclusive of all management and architectural fees. The Lessor and the Government have also agreed that the approved cost of the Building Specific Amortized Capital (BSAC) is not to exceed \$87,050.70. The BSAC cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the BSAC work by the anticipated date of completion.
- 3) Upon completion, inspection and acceptance of the space, the Government shall pay for the total Tenant Improvement Cost by amortizing \$586,096.20 over the first five years of the term at an interest rate of 0.0%. The Government shall pay for the total Building Specific Amortized Capital Cost by amortizing \$87,050.70 over the first five years of the term at an interest rate of 0.0%.

The remaining balance of the total cost of the Tenant Improvements is \$169,691.84 (TI total cost of \$755,788.04 – TI allowance of \$586,096.20) and shall be paid by a lump-sum payment upon the completion and acceptance by the Government of the Tenant Improvements and the BSAC necessary to finish the interior of the leased space as depicted on the attached Exhibit "A". The lump-sum payment includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements and the BSAC by the anticipated date of completion.

A subsequent Lease Amendment shall be issued upon Government acceptance of the space to restate the rent.

Upon acceptance of the TI and BSAC by the Government, the Lessor may submit for payment of the lump-sum payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number PS0028266 and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Lease Contracting Officer at the following address:

General Services Administration  
Attn: Christina Dolan  
819 Taylor Street, Room 11A-133  
Fort Worth, Texas 76102-6124

INITIALS:

  
LESSOR

&

  
GOV'T